# SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

This Supplemental Agreement No. 3 to the Agreement for Landscape Architectural Services ("Supplemental Agreement No. 3") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RVE, Inc. D/B/A RVi, a Texas corporation, hereinafter (the "Landscape Architect" or "LA").

#### **RECITALS**

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services (the "Agreement") wherein LA agreed to perform certain professional landscape architectural services in connection with Phase V of the Brushy Creek Regional Trail ("Project");

WHEREAS, TxDOT reviewers are requiring that sealed drawing documents go through 60/90/100% design review through TxDOT ENV and Bridge divisions; and as such, additional engineering services are required for the structural engineering that wasn't originally anticipated;

WHEREAS, the additional engineering services now required by TxDOT constitute Additional Services under the Agreement;

WHEREAS, it has become necessary to supplement the Agreement to set forth the scope of the Additional Services, as well set forth the compensation to be paid for such Additional Services.

### **AGREEMENT**

**NOW, THEREFORE**, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

## I. Scope of Additional Services

The parties agree that LA shall perform the following Additional Services:

## Task 1: Additional Structural Engineering Services:

Prepare construction plan of abutment at pedestrian bridge crossing of Brushy Creek. Two design alternatives required based on endangered species habitat and USFWS consultation. By SEA (structural Engineering Associates).

# Scope includes:

• Design and detailing of a 1 span - 82' prefabricated pedestrian bridge.

- Substructure details to be provided with guidelines for superstructure (truss type) for bridge supplier to supply shop drawings.
- Abutment details will include a spread-footing foundation with a solid abutment wall with abutment cap.
- Includes review of COSA and TxDOT standard retaining wall details for inclusion in plans.
- Alternate design and detailing of a typical abutment with drilled shaft substructure foundation.
- Scope includes 60/90/100% review drawings of bridge, abutments and retaining wall review and engineering coordination.

Construction phase services to include review of shop drawings and responses to contractor RFIs.

# II. Compensation

For the LA's performance of the Additional Services under this Supplemental No. 3, the County shall compensate the LA the "not-to-exceed" amount of: \$59,600.00.

#### III. Schedule

LA will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and complete such services in accordance project schedules.

# IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions of the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT: RVE, Inc. D/B/A RVi	<b>COUNTY:</b> Williamson County, Texas
By: Barban Arstin	By:
Printed Name: Barbara Austin	Printed Name:
Title: Seniar Vice Prost don't	Title:
Date: October 15, 2018	Date:, 20